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14 COMPANY

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DEFENDANT IN *PRO SE*

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

METROPOLITAN LIFE INSURANCE
COMPANY,

Plaintiff,

v.

TESSA DAWSON; BRIAN GONSALVES;
JAMIE GONSALVES; and BRONWYN
DAWSON

Defendants.

Case No. 3:15-cv-00225 MEJ

**STIPULATION AND ~~PROPOSED~~
ORDER REGARDING DISTRIBUTION OF
FUNDS, DISCHARGE OF
STAKEHOLDER AND DISMISSAL OF
ACTION WITH PREJUDICE**

The parties hereby jointly submit the following Stipulation and [Proposed] Order regarding the holding and eventual distribution of the funds, and for the discharge of Metropolitan Life Insurance Company ("MetLife"), Bank of the West and the Group Term Life & Accidental Death and Dismemberment Insurance Plan for Employees of Bank of the West ("the Plan"):

1 1. MetLife issued a group life insurance policy to Bank of the West to fund life and
2 accidental death and dismemberment benefits under the Plan. The Plan is an employee welfare
3 benefit plan regulated by the Employee Retirement Income Security Act of 1974, as amended, 29
4 U.S.C. § 1001, *et seq.*, and is sponsored by Bank of the West.

5 2. At all relevant times, the Plan afforded coverage to eligible employees of Bank of
6 the West, including Ingrid Gonsalves (“the Decedent”).

7 3. On or about February 22, 2012, the Decedent executed a Bank of the West Life and
8 Accidental Death and Dismemberment Insurance Beneficiary Designation Form, designating her
9 daughter, Jamie Gonsalves (“Jamie”), as the sole primary beneficiary.

10 4. On or about February 4, 2014, the Decedent executed a second Life and Accidental
11 Death and Dismemberment Insurance Beneficiary Designation form, designating her daughter,
12 Jamie, and her sister, Bronwyn Dawson (“Bronwyn”), as primary beneficiaries, each to receive
13 50% of the proceeds.

14 5. A third Life and Accidental Death and Dismemberment Insurance Beneficiary
15 Designation form, dated July 10, 2014, designates the Decedent’s ex-husband, Brian Gonsalves
16 (“Brian”), as the sole primary beneficiary.

17 6. On or about September 10, 2014, the Decedent executed a fourth Life and
18 Accidental Death and Dismemberment Insurance Beneficiary Designation form, designating her
19 sister, Tessa Dawson (“Tessa”), as the sole primary beneficiary.

20 7. The September 10, 2014 beneficiary designation form was received by Bank of the
21 West on September 11, 2014, along with a letter from the Decedent. The letter stated that the
22 Decedent had received a copy of the beneficiary designation form naming her ex-husband Brian
23 Gonsalves as sole primary beneficiary, but that the form had not been filled out or signed by her.
24 The Decedent stated that she and Brian had been divorced for four years, but that he “continues to
25 change my beneficiary to his name.” The Decedent further stated that the only people who were
26 allowed to obtain any information or request a beneficiary change form were herself and Tessa,
27 who was a 100% beneficiary.

28 8. The Decedent died on October 16, 2014.

1 9. At the time of her death, the Decedent was enrolled under the Plan for Basic Life
2 Insurance coverage, in the amount of TEN THOUSAND DOLLARS (\$10,000.00) ("the Plan
3 Benefits"). The Plan Benefits became payable upon the Decedent's death, pursuant to the terms of
4 the Plan.

5 10. On or about October 29, 2014, MetLife received a Life Insurance Claim Form from
6 Tessa for the Plan Benefits.

7 11. On or about November 4, 2014, Jamie sent a letter to Bank of West, alleging that
8 she had recently learned of a change in the Decedent's beneficiary designation. Jamie alleged that
9 the Decedent was under chemotherapy treatment for cancer and by the end of July 2014, had lost
10 all of her short-term memory. Jamie alleged that the Decedent changed the beneficiary form in
11 July to name Brian as the sole beneficiary, then changed it again in August in favor of her sister,
12 Tessa. Jamie alleged that by August, Tessa and her sisters were the Decedent's full-time
13 caregivers and they changed everything, which Jamie was challenging in court. Jamie alleged that
14 there were two wills being disputed. Jamie was contesting the beneficiary changes and requested
15 that Bank of the West delay any payment of the Plan Benefits until there was a court decision.
16 Jamie further alleged that she had been the sole beneficiary for many years, until the two "last
17 minute" changes.

18 12. On or about November 7, 2014, the Plan Benefits were paid to Tessa by way of a
19 "Total Control Account" ("TCA"), a type of account offered by MetLife for the payment of
20 claims, pursuant to the most recent beneficiary designation on file.

21 13. The Plan Benefits remain in the TCA.

22 14. MetLife cannot determine the proper beneficiary or beneficiaries of the Plan
23 Benefits without risking exposure of itself, the Plan and Bank of the West to double liability.

24 15. As a result of these competing claims, MetLife filed a Complaint in Interpleader on
25 January 15, 2015 (ECF No. 1), to determine the lawful distribution of the Plan Benefits and to seek
26 discharge of MetLife, the Plan and Bank of the West with regard to all claims and issues relating to
27 the Plan Benefits.

28

1 16. There is also presently pending in Contra Costa County Superior Court a probate
2 action involving the estate of the Decedent, Case No. MSP14-01438 (the "Probate Action").

3 17. To fully resolve the present District Court interpleader action, the parties to this
4 action, by and through their counsel of record, each and all hereby stipulate and respectfully
5 request as follows:

- 6 • That the Court order Tessa Dawson to deposit the Plan Benefits into the client
7 trust account ("Trust Account") of her counsel, Fredric L. Webster, within 10
8 business days of the Court's signing of the Order below;
- 9 • That the proper beneficiary or beneficiaries of the Plan Benefits will be
10 determined by order of the Contra Costa County Superior Court in the Probate
11 Action;
- 12 • That MetLife, the Plan, and Bank of the West shall have no further liability to
13 any defendant with regard to the Plan Benefits, and that MetLife shall be
14 discharged and dismissed from this action with prejudice.
- 15 • That MetLife will bear its own attorneys' fees and costs incurred through the
16 date on which MetLife is discharged and dismissed from the action, and
17 defendants will not seek any fees and costs from MetLife in connection with
18 this action;
- 19 • Each of the defendants shall be restrained and enjoined from instituting or
20 prosecuting, directly or indirectly, any claim or action of any type or kind in
21 any state or United States Court against MetLife, the Plan or Bank of the
22 West, arising from or in any manner connected with the Plan Benefits and/or
23 their respective claims for payment of some or all of the Plan Benefits.
- 24 • Once the Plan Benefits are transferred to the Trust Account, the parties will
25 file a Stipulation and [Proposed] Order for Dismissal of the entire action with
26 prejudice.

27 \\

28 \\

1 IT IS SO STIPULATED, AGREED AND RESPECTFULLY REQUESTED:

2 DATED: April 20, 2015

SEDGWICK LLP

3
4 By: 

Mark J. Hancock

Erin A. Cornell

Attorneys for Plaintiff

METROPOLITAN LIFE INSURANCE COMPANY

5
6
7 DATED: April 15, 2015

BARR & YOUNG ATTORNEYS

8
9 By: 

Gordon Young

Heidi Imsand

Attorneys for Defendants

JAMIE GONSALVES and BRIAN GONSALVES

10
11
12 DATED: April __, 2015

LAW OFFICES OF WEBSTER & WEBSTER

13
14 By: _____

Fredric L. Webster

Attorneys for Defendant

TESSA DAWSON

15
16
17 DATED: April __, 2015

18
19 By: _____

Bronwyn Dawson

Defendant in *Pro Se*

20
21
22
23 **ORDER**

24 Pursuant to the Stipulation above, IT IS SO ORDERED that:

25 1. Tessa Dawson shall deposit the Plan Benefits into the client trust account of her
26 attorney, Fredric L. Webster, within 10 business days of the date of this Order.

27 2. Metropolitan Life Insurance Company, the Group Life and Accidental Death and
28 Dismemberment Insurance Plan for Employees of Bank of the West, and Bank of the West shall be

1 IT IS SO STIPULATED, AGREED AND RESPECTFULLY REQUESTED:


2 DATED: April __, 2015 SEDGWICK LLP

3
4 By: _____
5 Mark J. Hancock
6 Erin A. Cornell
7 Attorneys for Plaintiff
8 METROPOLITAN LIFE INSURANCE COMPANY

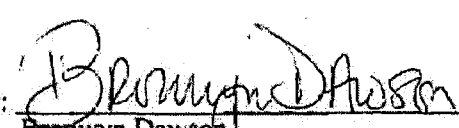
9 DATED: April __, 2015 BARR & YOUNG ATTORNEYS

10 By: _____
11 Gordon Young
12 Heidi Imsand
13 Attorneys for Defendants
14 JAMIE GONSALVES and BRIAN GONSALVES

15 DATED: April 6, 2015 LAW OFFICES OF WEBSTER & WEBSTER

16 By:  _____
17 Fredric L. Webster
18 Attorneys for Defendant
19 TESSA DAWSON

20 DATED: April 6, 2015

21 By:  _____
22 Bronwyn Dawson
23 Defendant in Pro Se

24 **ORDER**

25 Pursuant to the Stipulation above, IT IS SO ORDERED that:

26 1. Tessa Dawson shall deposit the Plan Benefits into the client trust account of her
27 attorney, Fredric L. Webster, within 10 business days of the date of this Order.

28 2. Metropolitan Life Insurance Company, the Group Life and Accidental Death and
Dismemberment Insurance Plan for Employees of Bank of the West, and Bank of the West shall be

1 discharged from this action for the Plan Benefits payable as a consequence of the death of Ingrid
2 Gonsalves and dismissed, with prejudice, with MetLife to bear its own attorneys' fees and costs.

3 3. Each of the defendants is hereby restrained and enjoined from instituting or
4 prosecuting, directly or indirectly, any claim or action of any type or kind in any state or federal
5 court against Metropolitan Life Insurance Company, the Group Life and Accidental Death and
6 Dismemberment Insurance Plan for Employees of Bank of the West, and/or Bank of the West,
7 with regard to any matter concerning the Group Life and Accidental Death and Dismemberment
8 Insurance Plan, the Plan Benefits, and/or their respective claims for payment of some or all of such
9 Plan Benefits.

10 4. Within 30 days after the Plan Benefits have been transferred to the client trust
11 account of Frederic L. Webster, the parties shall file a Stipulation and [Proposed] Order dismissing
12 the entire action with prejudice.

13 IT IS SO ORDERED.

14 DATED: April 21, 2015



Honorable Maria Elena James
United States Magistrate Judge